

Contract no. 1291

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CONTRACTUAL AGREEMENT
BETWEEN
ANDOVER REGIONAL EDUCATION ASSOCIATION
SECRETARIAL/CLERICAL PERSONNEL
AND
ANDOVER REGIONAL BOARD OF EDUCATION
1991-1993

PREAMBLE

This agreement entered into this 9th day
of December, 1991 by
and between the Board of Education of the Andover
Regional School District, the Township and Borough
of Andover, New Jersey, hereinafter called the "Board"
and the Andover Regional Secretarial/Clerical
Personnel, hereinafter called Secretaries.

This contract represents the only agreement between
the parties as noted in Article I, governing rates
of pay, wages and terms and conditions of employment
of the employee.

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ARTICLE I

RECOGNITION

- A. The Andover Regional Board of Education, in accordance with the privilege extended by the Public Employment Relations Commission in N.J.A.C. 19:11-3.1, grants recognition to the Andover Regional Education Association as the sole representative for collective negotiations as a bargaining unit for the secretarial/clerical personnel noted below who work twenty hours or more per week.

INCLUDING: Secretarial /clerical personnel employed by the Andover Regional Board of Education in the school buildings.

EXCLUDING: Temporary, seasonal and part-time employees other than regular contracted part-time employees working an average of less than twenty (20) hours a week, clerical personnel in the Office of the Superintendent of Schools and secretary to the Board Secretary/School Business Administrator, teaching staff members, supervisors, confidential employees within the meaning of the Act, custodians, maintenance personnel, head custodians, clerical aides, cafeteria and transportation personnel, per diem employees, and all other employees not specifically included above.

- B. Unless otherwise indicated, the term "Secretary" when used hereinafter in this Agreement, shall refer to all secretaries represented by the A.R.E.A. as above defined.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the Public Employee-Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Any agreement so negotiated and ratified shall apply to all employees identified under Article I be reduced to writing, be signed by the A.R.E.A. and the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- C. All proposals may be mutually exchanged at the first scheduled negotiation session or at an earlier date as agreed upon by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A grievance is a claim by an employee or the A.R.E.A. based upon the interpretation, application or violation of this Agreement.
2. An aggrieved person is the person or persons of the A.R.E.A. making the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

C. Procedure

1. Time limits - Parties must initiate this procedure within 30 days of the alleged occurrence. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Extension to September is available if requested by either party and if grievance is filed near to the end of the school year.
2. Level one-Principal or immediate supervisor - An employee with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the A.R.E.A.'s designated representative, with the objective of resolving the matter informally. Grievant will state the sections violated, date of occurrence and relief sought.
3. Level two-C.S.A. - If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the A.R.E.A. within five (5) school days after the decision at Level 1 or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the A.R.E.A. may refer it to the superintendent of schools, who shall hear said grievance. The aggrieved person, the grievance committee and/or other representative may attend.

4 Level three - Board of Education - If the aggrieved is not satisfied with the disposition of the grievance at Level 2 or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the A.R.E.A. may, within five (5) school days after a decision at Level 2 or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, file the grievance with the Board.

5. Level four - arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 3, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the board of education, he/she may, within five (5) school days after a decision by the board of education or fifteen (15) school days after the grievance was delivered to the board, whichever is sooner, request in writing that the A.R.E.A. submit its grievance to arbitration. If the A.R.E.A. determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. The parties agree to use the American Arbitration Association as the administering agency and shall be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the A.R.E.A. and shall be advisory on both parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the A.R.E.A. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Employee and A.R.E.A. - Any aggrieved person may be represented at all stages of the grievance procedure by representative(s) selected or approved by the A.R.E.A.

E. Miscellaneous

1a. Group Grievance - If, in the judgment of the A.R.E.A., a grievance affects a group or class of employees within one school building the A.R.E.A. may submit such grievance in writing to that building principal. The A.R.E.A. may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. Group grievances will identify the class or category of employee affected.

1b. Group Grievance - If, in the judgment of the A.R.E.A., a grievance affects a group or class of employees employed within both schools, the A.R.E.A. may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level two. The A.R.E.A. may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. Group grievance will identify the class or category of employee affected.

2. Written Decisions - Decisions rendered at Level one which are unsatisfactory to the aggrieved person and all decisions rendered at Levels two and three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to the A.R.E.A. Decisions rendered at Level four shall be in accordance with the procedures set forth in section C.5.c. of this article.

3. Separate Grievance File - All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms - Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the superintendent and the A.R.E.A. and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV

A.R.E.A. Secretarial/Clerical Personnel Rights

- A. The rights and privileges of the A.R.E.A. Secretarial/Clerical Personnel and its representative(s) as set forth in this Agreement shall be granted only to the A.R.E.A. as the exclusive representative of the A.R.E.A. Secretarial/Clerical employee, and to no other organization(s) representing any portion of the unit or potential member of the unit.
- B. The A.R.E.A. Secretarial/Clerical Personnel and their representatives may have the right to use school buildings and office equipment for meetings and preparation of Association materials, providing the facility is available on request through the building principal before 8 a.m. and after 4 p.m.

ARTICLE V

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the A.R.E.A. and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Board shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the A.R.E.A. and its affiliates, his/her participation in any activities of the A.R.E.A. or its affiliates, collective negotiations with the Board, or his/her institution of any grievance, under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees here shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined without just cause.
- D. All employees will be provided with a job description

ARTICLE VI

WORK YEAR

- A. All 12 month secretaries shall have up to the following 12 paid holidays, with an alternate day provided should the holiday fall on other than a week day:

Labor Day	New Year's (2)
Teachers' Convention (2)	Good Friday
Thanksgiving (2)	Memorial Day
Christmas (2)	July 4th

- B. All 10 month secretaries shall have the same holidays listed above with the exception of July 4th and Labor Day.
- C. Leave with pay not exceeding three (3) days shall be allowed when schools are closed or would be closed for snow emergencies. The Superintendent shall call snow emergencies when conditions warrant it. Secretaries who are eligible for snow day absences shall not be charged for personal days, sick days, vacation days, or any other short term leave on days when schools are closed for snow emergencies. If snow days exceed more than three (3) days, secretaries shall be required to come in at the request of their immediate supervisors. Days worked shall be those of the school calendar, plus one day of each of the three recess periods (Christmas, winter, spring), assuming winter and/or spring is a full week.
- D. Working hours for secretaries shall be from 8:30 a.m. to 4 p.m. with an hour duty free lunch unless altered with the approval of the immediate supervisor.
- E. Summer hours shall be from 8:00 a.m. to 3:15 p.m. four (4) days a week. Summer hours for twelve month employees shall run from July 1 up to the last full week prior to the opening of school.
- F. Vacation
1. All present 12 month secretaries shall retain their 20 days paid vacation. Vacation should be taken when school is closed but may be taken at any time during the school year upon approval of the CSA and building principal.
 2. The vacation schedule shall be followed - 1 to 5 years of employment - 10 days; 6 to 10 years - 15 days; over 10 years 20 days.
 3. All secretaries shall be permitted to carry over 10 vacation days from year to year provided that no more than five consecutive days are used while school is in session.

ARTICLE VII

SICK LEAVE

- A. All 12 month secretaries shall be granted sick leave of 13 days each year. Such days will be cumulative.

All 10 month secretaries shall be granted sick leave of 11 days each year. Such days will be cumulative.

- B. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

- C. During a period of extended illness, when a secretary has exhausted all sick leave, including cumulative leave and there are continued consecutive days of absence resulting from his/her illness, the Board may, if it deems it is in the best interest of the district, extend for a maximum of 30 consecutive working days authorized sick leave whereby the secretary shall receive the difference between his/her daily rate and the cost of hiring a substitute. At the expiration of the 30 day extended sick leave period, if the secretary is still unable to return to work, the Board shall review the case and decide whether to continue the extension policy or grant the secretary a leave of absence without pay.

- D. Upon retirement, any secretary with a minimum of 15 years of service in the district shall be eligible for reimbursement of all unused cumulative sick leave. Reimbursement shall be made on the basis of the number of sick days to which the secretary is entitled at the time of retirement times \$2.00 times the number of years in the district. The total amount of reimbursement shall not exceed \$3,300.

- E. Upon retirement, any secretary with a minimum of 15 years of service in the district shall be eligible to continue any or all insurance coverages currently in existence at the time of retirement if she/he so desires and any future extended benefits offered, with the agreement of each carrier, in either case. Premiums for said coverage shall be the responsibility of the secretary. The secretary may elect to use any financial benefits due him/her under Paragraph D for premium payment if he/she elects to do so. When these funds are exhausted the secretary shall be responsible for reimbursing the Board for said premiums on a schedule agreed to between the Board and the secretary.

- F. Secretaries shall be given a written accounting of accumulated sick leave days no later than September 20th of each school year.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

- A. Secretaries shall be entitled to the following temporary non-accumulative leaves of absence with full pay:
1. Absence due to death in the secretary's family or household will be allowed with pay for the required period not to exceed five days. The term "immediate family" shall include secretary's spouse, child, parent, father-in-law, mother-in-law, brother, sister, grandchild and any other member of the immediate household.
 2. Absence due to the death of a grandparent, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law, or other relative not living with the immediate family of an employee will be allowed with pay for the day of the funeral. This may be extended by the CSA one day upon request because of distance to allow adequate travel by quickest conveyance. The name of the deceased and relationship to the secretary shall be listed on the Teacher Absentee Form when completed.
 3. Absence due to serious illness of a member of the secretary's immediate family may be allowed for a maximum of 3 days. The employee shall be required to identify relationship. The term "Immediate Family" shall mean spouse, parent, child, or member of the immediate household.
 4. All secretaries shall be entitled to three (3) days of absence for personal, legal business, household or family matters which require absence during school hours except those secretaries who have completed ten (10) years of service in the district prior to July 1, 1987 shall be entitled to four (4) such days for the duration of their employment. Application to the secretary's principal or other immediate supervisor for personal leave shall be made at least 7 days before taking such leave except in case of emergencies in writing on the form prescribed by the Board, and the applicant for such leave shall be required to state the reason for taking such a leave. At the end of each school year one (1) accumulated sick leave day will be added to each secretary's sick leave record for each two (2) unused personal leave days.

ARTICLE IX

EXTENDED LEAVES OF ABSENCE

- A. Child-bearing and/or child-rearing leave shall be granted at the request of the secretary. Child-rearing leave shall commence at either the conclusion of the period of disability associated with child-bearing or upon assumption of custody of the child. Child-rearing leave shall be requested at least 90 days prior to the start of the leave. The request must be in the form of a letter of application to the Chief School Administrator. A secretary on child-rearing leave shall notify the CSA of her intent to return to active employment or resign no later than April 1st of the school year preceding the term in which her leave would expire.
- B. Any secretary adopting a child may receive a leave of absence under the conditions set forth in Part A of this Article. Such leave shall commence upon receiving de facto custody of said child, or earlier, if necessary to fulfill the requirements of adoption, but in no case with less than thirty (30) days written notice to the Chief School Administrator.
- C. Other leaves of absence, without pay, may be granted by the Board if it deems it in the best interest of the school district.
- D. All benefits to which a secretary was entitled to at the time of her leave, including accumulated sick leave, shall be restored to her upon her return. She shall be placed on the salary at the same level she would have attained on the date the leave commenced.
- E. Leaves of absence defined in this Article and any extensions thereof shall be applied for in writing. If approved, the leave and/or extension shall be granted in writing.

ARTICLE X

EMPLOYMENT PROCEDURES

A. Placement on the Salary Schedule

1. Adjustment to salary schedule

Any secretary employed prior to January 1 of any school year shall be given full credit of one (1) year of service toward the next increment step for the following year.

B. Resignation

1. A secretary who is resigning from her position shall give no less than thirty (30) days notice but preferably sixty (60) days.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
3. If the full notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given.

C. Secretaries shall be notified of their contract and salary status for the ensuing year no later than June 1st.

ARTICLE XI

SENIORITY AND JOB SECURITY

- A. The Andover Regional School District seniority is defined as service by appointed employees in the Andover Regional District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose accumulated school district seniority only if she/he:

Resigne or is discharged for cause, irrespective of whether she/he is subsequently rehired by the school district.

- B. In the event of reduction in force, the secretaries shall be laid off in inverse order of seniority.

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of vacancies.

The C.S.A. shall post vacancies as they occur.

ARTICLE XIII

EMPLOYEE EVALUATION

- A. Each member of the A.R.E.A. Secretarial/Clerical staff shall be evaluated by their immediate supervisors at least once in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and her immediate supervisor for the purpose of identifying deficiencies and extending assistance for their correction.
- B. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.
- C. Each member of the A.R.E.A. Secretarial/Clerical staff shall be given a copy of any visit or evaluation report prepared by her evaluators at least one (1) day prior to any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. Each employee shall be required to sign the evaluation to verify that she/he has seen it and had an opportunity for a conference.

ARTICLE XIV

PROMOTIONS

- A. Promotional positions are defined as positions paying a salary differential and/or positions on the supervisory levels of responsibility.
1. When school is in session, a notice shall be posted as far in advance as practicable. Applications shall be kept on file in the office of the C.S.A. for continual consideration for future vacancies for a period of two years or until the office is notified in writing by an applicant that the application is withdrawn.
 2. Employees who desire to apply for a promotional position which may be filled during the summer period when school is not in session shall submit their names to the C.S.A. together with the position(s) for which they desire to apply, and an address where they can be reached during the summer.

ARTICLE XV

FAIR DISMISSAL PROCEDURE

- A. On or before June 1st of each year, the Board shall give to each member of the secretarial staff, continuously employed since the preceding September 30th either:
 - a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association,
 - or
 - b. a written notice that such employment shall not be offered.

ARTICLE XVI

PROFESSIONAL DEVELOPMENT

A. In an effort to promote professional growth, members of the secretarial staff may attend conferences, workshops and/or take courses. Such attendance must receive prior written approval of the C.S.A. This approval will be based upon the determination of the benefits to be derived for the district at the discretion of the C.S.A., as well as upon budget constraints. The total amount of funds shall in no case exceed \$1,320 for 1991-92 and \$1,440 for 1992-93 for all employees who are a part of this contract.

Eligible expenses are registration fees and travel costs for conferences and workshops. Courses taken for credit shall be eligible for actual tuition costs only. Reimbursement for those activities will be made upon receipt of evidence of successful participation as judged by the C.S.A. Then the employee must submit a completed and signed board invoice.

ARTICLE XVII
INSURANCE PROTECTION

- A. In addition to the base salary, all secretaries will be eligible for hospitalization coverage under the board-sponsored group program with Connecticut General Life Insurance as carrier. The coverage will include medical/surgical benefits with reasonable and customary charges paid in full. The medical coverage shall include the Mandatory Second Surgical Opinion (MSSOP) and Hospital Preadmission Certificate.

The Board will pay, as part of its contractual arrangement with the secretaries, full coverage for single secretaries and full coverage for any secretary wishing family coverage. It will be the responsibility of the secretary to determine the type of coverage necessary for their protection and to notify the Board of any desired change in coverage from the previous year by July 1. Changes will be accepted after that date only if there is a change in the secretary's marital or family status.

- B. The Board will also provide full, single or family (as the case may be) major medical insurance with Connecticut General Life Insurance Co. or any comparable plan to \$1,000,000. It will be the responsibility of the secretary to determine the type of coverage necessary for his/her protection, and to notify the Board of any desired change in coverage as compared to the previous year by July 1. Changes will be accepted after that date only if there is a change in the secretary's marital or family status.
- C. The Board has agreed to continue a dental health program for all secretaries and their families. The Board has also agreed to assume any additional premiums for the school years of this contract.
- D. The Board shall provide a prepaid Prescription Program for all secretaries and their families. Co-pay amounts shall be "0" for generic drugs and \$2.00 for regular drugs. The premium shall be capped at \$585.00 for the duration of the contract.
- E. The Board shall be responsible during the 1991-93 school years for all premium increases in insurance coverage as described in Paragraphs A, B, and C above. Paragraph B is excluded.
- F. The Board may change insurance carriers provided the Association is given the opportunity to examine the proposed policy and provided A.R.E.A. agrees in writing that the replacement policy is acceptable and agreeable to it and its members, as it considers such replacement.
- G. Secretaries who retire from the school district will be permitted to purchase the insurance benefits provided in Sections A and B. above to the extent allowed by the carrier. The secretary shall pay the premium cost prior to the premium due date.

ARTICLE XVIII

SALARIES

- A. All secretarial staff shall be paid as per Schedule A - Salary Guide.
- B. Each school year secretaries may individually elect to have a dollar amount not less than \$25.00 withheld from their monthly pay and forwarded by the Board Secretary to the National Community or Tri-Co for deposit in their personal savings account. Responsibility for opening the account and forwarding the forms directly rests with the secretary. Authorization for the Board Secretary to withhold money for the school year must be completed by the individual secretary on a form prescribed by the Board and said form must be submitted to the Chief School Administrator by September 1, annually. Authorization cannot be changed at any time during the school year. Any transactions regarding withdrawals from their accounts shall be the responsibility of the secretary and the savings institution.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. The Board will provide payroll deduction for Tax-sheltered Annuities.
- B. Secretaries will be reimbursed at the rate established by the IRS for the use of their own cars for school-related duties.
- C. The Board and A.R.E.A. agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment promotion, transfer, or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

ARTICLE XX

LONGEVITY

Secretarial longevity amounts of \$450 shall be paid following completion of the 15th year of employment in the district.

SCHEDULE A

SALARY GUIDE

1. Twelve month secretaries shall receive increases of 6% for the 1991-1992 school year and 6% for the 1992-1993 school year.
2. Ten month secretaries shall receive 6% for the 1991-1992 school year and 6% for the 1992-1993 school year.
3. New employees will be hired at a rate not to exceed current minimum salaries.

ARTICLE XXI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1991 and shall continue in effect until June 30, 1993.
- B. In witness thereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first written above.

ANDOVER REGIONAL EDUCATION ASSOCIATION

BY _____
President

BY _____
Secretary

DATE _____

ANDOVER REGIONAL BOARD OF EDUCATION

BY _____
President

BY _____
Secretary

DATE _____